

# EXHIBIT 3

[\(https://www.xnxx.com/\)](https://www.xnxx.com/)

## XNXX TERMS OF SERVICE

Below are the Terms of Service for xnxx.com. These Terms of Service contain a binding arbitration agreement whereby you agree to waive your right to a jury trial and further agree to waive your right to bring any dispute or claim as part of a class or representative action. For further details, see Section 11 (Dispute Resolution, Agreement to Arbitrate, Class Action Waiver, Venue and Forum).

**PARENTS, you can easily block access to this site.** Please read <https://www.rtalabel.org/index.php?content=parents> for more information.

Please read our **protect children from abuse policy** here at <https://info.xnxx.com/legal/control;> [\(https://info.xnxx.com/legal/control;\)](https://info.xnxx.com/legal/control;) our **anti-piracy statement and policy** here at <https://info.xnxx.com/legal/piracy;> [\(https://info.xnxx.com/legal/piracy;\)](https://info.xnxx.com/legal/piracy;) our **repeat copyright infringers policy** here at <https://info.xnxx.com/legal/repeat;> as well as our **privacy notice** here at <https://info.xnxx.com/legal/privacynotice;> our **privacy policy** here at <https://info.xnxx.com/legal/privacy> and our **cookie policy** here at <https://info.xnxx.com/legal/cookiepolicy> [\(https://info.xnxx.com/legal/cookiepolicy\)](https://info.xnxx.com/legal/cookiepolicy;).

### Terms of Service

#### 1. Preamble

These are official terms and conditions and form a legally binding agreement between you and NKL Associates s.r.o., located at Krakovska 1366/25, 110 00 Prague, Czech Republic, ID: 023 30 482 ("we", "us", "our", or any other first-person plural pronouns; or "**NKL Associates**"), the operator of the website located at <https://www.xnxx.com> (<https://www.xnxx.com>) regarding your use of that same website (the "**Website**"). NKL Associates provides the services on the Website subject to the terms and conditions on this page. By accessing the Website, you agree to these terms and conditions. By accessing the Website, you acknowledge that you have read and accepted these Terms of Service. You further understand and agree that your acceptance of the Terms of Service is on your individual behalf as well as on behalf of those you have a legal right to act for or represent, and therefore these Terms are binding upon you individually and in your representative capacity, if any.

Please read each term carefully and abide by all of them.

When using the Website, you are subject to each and every one of the Terms of Service, as well as to any posted rules, community guidelines, statements or policies, including our **protect children from abuse policy** available at <https://info.xnxx.com/legal/control;> our **anti-piracy policy** available at <https://info.xnxx.com/legal/piracy;> our **repeat copyright infringer policy** available at <https://info.xnxx.com/legal/repeat;> our **privacy notice**, if you do not have an account, available at <https://info.xnxx.com/legal/privacynotice;> our **privacy policy**, if you do have an account, available at <https://info.xnxx.com/legal/privacy;> and our **cookie policy** available at <https://info.xnxx.com/legal/cookiepolicy> ([https://info.xnxx.com/legal/cookiepolicy](https://info.xnxx.com/legal/cookiepolicy;)). To the extent permitted by law, such rules, guidelines, statements and policies are hereby incorporated by reference into these Terms of Service. You must agree to the terms of our privacy policy before you may create an account or access certain services and functionalities described in the privacy policy.

Through the Website and under the conditions stipulated in these Terms of Service, NKL Associates allows the users of the Website to view or submit videos or other material and to host, share and/or publish such submissions. The submissions are made accessible and provided to other users under and subject to the conditions stipulated in these Terms of Service.

#### 2. Access

*The Website contains sexually explicit content that may impair physical, mental or moral development of minors. **If you are under the age of 18 and/or under the age of majority in the jurisdiction in which you reside or from which you are accessing the Website, you are not permitted to use the Website.***

By accessing the Website, you certify and warrant to NKL Associates that:

- you are at least 18 years of age or otherwise the age of majority under the laws of your state, province or country; AND
- you know and understand that the materials presented at and/or downloadable from the Website include explicit visual, audio, and/or textual depictions of nudity and explicit sexual activities; that you are familiar with materials of this kind; that you are not offended by such materials; and that by agreeing to these Terms of Service you are warranting to us that you are intentionally and knowingly seeking access to such explicit sexual materials; AND
- you will use the Website solely for personal and non-commercial purposes; and you will not download, copy or distribute any part of the Website for any commercial purpose or as otherwise prohibited by law; AND
- you will not alter, delete, add, change or edit any of these Terms of Service, and any such attempted alteration shall be void and of no effect.

#### 3. Child sexual abuse or non-consensual sexual acts

NKL Associates is committed to protecting children from all forms of abuse and to preventing our platforms from being accessed by any underage individual. Any content we suspect might feature persons under the age of 18 will be removed and reported to law enforcement in accordance with applicable laws and as warranted. Similarly, we are committed to protecting victims of non-consensual sexual acts. If you believe that any content appearing on the Website depicts any person under the age of 18 or depicts non-consensual acts, please fill out our **ABUSE REPORTING FORM** available at <https://info.xnxx.com/takedown-amateur>

Read more about our anti-child sexual abuse policy here at <https://info.xnxx.com/legal/control>.

**XNXX is rated with RTA (Restricted To Adults) label. PARENTS, you can easily block access to this site.** Please read <https://www.rtalabel.org/index.php?content=parents> for more information.

#### 4. Terrorism and Physical Harm Violence

NKL Associates expressly prohibits any use of the platform and services to depict, display, perpetuate, and promote terrorism and physical harm violence. Any content (including videos, video descriptions, comments, audio, live streams, external links, URLs, verbal directions, and any other material, product, or feature) suspected of such activity will be removed and reported to law enforcement in accordance with applicable laws and as warranted. Such prohibited use includes, by way of example without limitation:

- Threats of violence or wish for the serious physical harm, death, or disease of an individual or group of people, including threatening or promoting terrorism;
- Indications of affiliation with organizations or individuals that use or promote violence against civilians to further their causes, including by their own statements or activity both on and off the platform;
- Glorifying violence against civilians;
- Praising, promoting, recruiting for, fundraising for, or aiding terrorists, violent extremists, or criminal organizations;
- Content produced by violent extremist, criminal, or terrorist organizations;
- Praising or memorializing terrorists, extremists, or criminal figures in order to encourage others to carry out acts of violence;
- Praising or justifying violent acts carried out by violent extremist, criminal, or terrorist organizations;
- Content aimed at recruiting new members to violent extremist, criminal, or terrorist organizations;
- Depicting hostages or posted with the intent to solicit, threaten, or intimidate on behalf of a criminal, extremist, or terrorist organization;
- Depicting the insignia, logos, or symbols of violent extremist, criminal, or terrorist organizations in order to praise or promote them;
- Content that glorifies or promotes violent tragedies, such as school shootings and terrorist events;
- Content created by terrorists, criminal or extremist organizations;
- Celebrating terrorist leaders, terrorist organizations, violent extremists and organizations, and criminals and criminal organizations in songs or memorials;
- Content directing users to sites that adopt or support terrorist ideology, are used to disseminate prohibited material, or are used for recruitment to terrorist, violent extremist or criminal organizations;
- Video game and animated content that has been developed or modified to glorify a violent event, its perpetrators, or support violent criminal or terrorist organizations;
- Material inciting or soliciting others to commit or contribute to the commission of violent acts against individuals or groups of people or to participate in the activities of a terrorist, violent extremist or criminal organization;
- Content providing instruction on the making or use of explosives, firearms or other weapons or noxious or hazardous substances, or on other specific methods or techniques for the purpose of committing or contributing to the commission of violent, criminal or terrorist acts;
- Footage, audio, or imagery involving road accidents, natural disasters, war aftermath, terrorist attack aftermath, street fights, physical attacks, immolation, torture, corpses, protests or riots, robberies, medical procedures, or other such scenarios with the intent to shock or disgust viewers;
- Footage filmed, or images provided by the perpetrator during a deadly or major violent event, in which weapons, violence, or injured victims are visible or audible;
- Footage of injured dead bodies.

If you believe that any such content is appearing on the Website, please report it immediately using our reporting form available at <https://info.xnxx.com/takedown-amateur> (<https://info.xnxx.com/takedown-amateur>).

NKL Associates has established a contact point for the receipt and processing of official removal orders concerning terrorist content issued by the competent state authorities: [support@xnxx.com](mailto:support@xnxx.com) (<mailto:support@xnxx.com>). This contact point may be addressed in English or Czech. After receiving the official removal order, NKL Associates will make every possible effort to remove the reported terrorist content or disable access to it as soon as possible and in any event within the timeframes prescribed by applicable laws.

#### 5. Creation of an Account

To access some of the resources offered through the Website, you may be asked to create a user login account. In connection with creating a user login account for the Website, you agree to

1. provide true, accurate, current, and complete information about yourself as prompted by the account registration form such information being the ("**Registration Data**") and
2. maintain and promptly update the Registration Data to keep it true, accurate, current, and complete at all times while you are a registered user. You must promptly inform us of all changes, including, but not limited to, changes in your address and changes in your credit card, if any, used in connection with the Website. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your user account and to refuse any and all current or future use of the Website.

As part of the registration process, you will select a unique user name and password which you must provide to gain access to the non-public portions of the Website. You represent and warrant that you will not disclose to any other person your unique user name and password and that you will not provide access to the Website to anyone who is below the age of majority in your jurisdiction. You are solely responsible for maintaining the confidentiality of your

user name and password and are fully responsible for all activities that occur under your user name and password. To ensure the safety of your account, we will not release your password. You agree to

1. immediately notify us of any unauthorized use of your user name and password or any other breach of security; and
2. ensure that you exit from your account at the end of each session.

You are liable and responsible for any unauthorized use of the Website under your user account. If your account has been accessed without authorization you must submit documentation to substantiate it.

Unauthorized access to the Website is illegal and a breach of these Terms of Service. You may obtain access to your billing records regarding charges of your use of the Website upon request as may be required by law. You may be first required to provide information sufficient to confirm the applicable account belongs to you.

## 6. Intellectual Property Rights

Except for user Submissions as defined below, the Website, including without limitation, all content, media and materials, all Website software, code, design, text, scripts, messages, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recordings, audio-visual works and recordings, slides, portraits, works of authorship, animated and/or motion pictures, interactive features, caricatures, likenesses, profiles, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Website, including, without limitation, the selection, sequence, 'look and feel' and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world, and all of the foregoing, individually and/or collectively ("**Content**") and the trademarks, service marks and logos, whether or not registered, contained therein ("**Marks**"), are owned by or licensed by NKL Associates and/or its affiliates, and their advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors, subject to copyright and other intellectual property rights under the relevant governing laws and conventions. You may not copy, reproduce, distribute, broadcast, display, sell, license, or otherwise exploit the Content and/or Marks for any purpose without the prior written consent of the respective owners. For purposes of this section, Content does not include any content uploaded to the Website by a user of the Website or of the Website's services.

## 7. User Submissions

**A.** We allow our users to submit videos or other material and to share and publish such submissions for display in the free areas of the Website ("**Submissions**"). You shall be solely responsible for your Submissions (including those made through your account) and the consequences of posting or publishing them. In connection with your Submissions, you affirm and warrant that:

- you have the written consent, written release, and/or written permission of each and every identifiable person in the Submissions to use his or her name and/or likeness in the manner contemplated by these Terms of Service; AND
- no one in the Submissions is under the age of 18; AND
- your Submission is compliant with all laws, including, but not limited to, 18 U.S.C. § 2257 and 28 C.F.R. Pt. 75; AND
- you are 18 years of age or older and retain all of your ownership rights in your Submissions, although by submitting the material to us, you grant us a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, modify, adapt, transmit, translate, distribute, promote, exhibit, prepare derivative works of, publicly display, and publicly perform the Submission. This license ends when your Submission is deleted from our systems; AND
- the posting of your Submissions on or through the Website does not, directly or indirectly, violate any laws prohibiting or otherwise depict child sexual abuse material or non-consensual sexual activity of any kind and does not, directly or indirectly, violate the legal rights of any person or entity, including without limitation any privacy or publicity rights, copyrights, trademark rights, trade secret rights or contractual rights; AND
- by posting your Submissions you allow us to share any content and any of your user related information with law enforcement authorities in connection with any investigation related to Child Sexual Abuse Material ("**CSAM**"), and/or any other non-consensual activity; AND
- to the extent permitted by applicable law, you will defend, indemnify, and hold harmless NKL Associates, including our affiliates, officers, agents, and employees, from and against any and all claims, damages, judgments, awards, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorneys' fees) arising from or related to: (i) your use of and access to the Website, (ii) your violation of these Terms of Service, (iii) your violation of any third-party right including, but not limited to, any copyright, property, publicity, or privacy right, (iv) any claim that your Submission caused damage to a third party, or (v) any claim that you engaged in reprehensible or culpable conduct. You acknowledge that you are solely responsible for any offensive, inappropriate, obscene, unlawful, unauthorized or otherwise objectionable content or information you upload and that we shall have no liability for such content or information. You agree that we shall have the sole right and obligation to control the legal defense against any such claims, demands, or litigation, including, but not limited to, the right to select counsel and to compromise or settle any such claims, demands, or litigation; AND
- if anyone brings a claim against us related to your actions, uploaded content, or any information obtained from or through you, and that claim is related to a fault, violation of these Terms of Service, or any other reprehensible or culpable behavior on your part, or is intended to remedy the consequences of any such fault, violation or behavior, you will indemnify and hold us including our affiliates, officers, agents, and employees harmless from any such claim, including for any and all liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees. You acknowledge that you are solely responsible for any offensive, inappropriate, obscene, unlawful, unauthorized or otherwise objectionable content or information you upload and that we shall have no liability for such content or information; AND
- you have paid or shall pay any and all residuals, reuse and other fees, compensation or payments of any kind, however denominated, which are due or may become due in relation with your Submissions.

**B.** Content on the Website is provided to you AS IS for your information and personal and non-commercial use only. You further agree that **you will not:**

- submit material that depicts any person under 18 years of age (or the age of majority under the laws of your state or jurisdiction where the age of majority is set above 18), whether real or simulated; NOR
- submit material without written documentation confirming that all subjects depicted are, in fact, over 18 years of age (or the age of majority under

the laws of your state or jurisdiction where the age of majority is set above 18); NOR

- submit material depicting child sexual abuse, non-consensual sexual acts, rape, bestiality, death, or use of controlled substances, whether implied, staged, simulated, artificial or cartoon/drawn/art; NOR
- submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant NKL Associates all of the license rights granted herein; NOR
- allow any third party, whether or not for your benefit, to reproduce, use, copy, modify, adapt, translate, create derivative works from, display, perform, publish, post, distribute, sell, license, upload, transmit, disseminate, broadcast or circulate to any third party including, without limitation, on or via a third-party website or otherwise exploit, any content, including member Submissions, without our express prior written consent; NOR
- publish falsehoods or misrepresentations that could damage NKL Associates or any third party; NOR
- submit material that is unlawful, threatening, harassing or hateful, constitutes "revenge porn", contains incitement to violence or hatred directed against a group of persons or a member of a group on the grounds of sex, race, colour, ethnic or social origin, genetic features, nationality, language, religion or belief, political or other opinion, membership of a national minority, property, birth, birthplace, disability, age or sexual orientation or encourages, depicts or constitutes conduct that is a criminal offense, gives rise to civil liability, violates any law, or is otherwise inappropriate; NOR
- submit material depicting violence or abuse actual harm to another living thing, including animals; and submit material that depicts or promotes incest; NOR
- submit material that depicts or promotes coprophilia, also known as "fecophilia" or "scat"; and use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract or download any content from the Website, unless you are expressly authorized in writing to do so by us; NOR
- use or launch any automated system that accesses the Website in a manner that sends more request messages to our servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser; NOR
- collect or harvest any personally identifiable information, including account names, from the Website; NOR
- solicit, for commercial purposes, any users of the Website with respect to their Submissions; NOR
- post any form of advertisement, commercial communication or solicitations of business (including advertisements and/or hyperlinks to third-party websites embedded or otherwise contained in a Submission); NOR
- impersonate another person.

**C.** We do not endorse any user Submission and expressly disclaim any and all liability in connection with user Submissions, except in the cases strictly defined by the provisions of applicable law in the event of prior notification of inappropriate content of a user Submission.

Additionally, we do not accept that we are a joint controller of personal data of any third parties (other than you) available or contained in any user Submission uploaded by you ("**Third Party Personal Data**"), and disclaim any and all liability in connection with the Third Party Personal Data. NKL Associates does not permit copyright infringing activities or infringement of intellectual property rights on its Website, and will expeditiously remove infringing content in response to a valid takedown request. Repeat copyright infringers will have their user accounts and other access to the Website terminated. Read about our repeat infringers policy here at <https://info.xnxx.com/legal/repeat>.

If you are a copyright owner or an agent thereof and believe that any user Submission or other content infringes upon your copyright, submit a copyright infringement takedown request available at <https://info.xnxx.com/takedown> with the form containing the following information:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest; AND
- a description identifying the material claimed to have been infringed and that is to be removed or access to which is to be disabled, and the location where the original or an authorized copy of the material exists for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.; AND
- information reasonably sufficient to permit NKL Associates to contact you, such as a physical address, telephone number and an email address; AND
- a statement that you have a good faith belief that use of the material, in the manner complained of, is not authorized by its rightful owner, its agent, or the law; AND
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are the rightful copyright owner or that you are authorized to act on behalf of the owner's behalf.

**You acknowledge that if you fail to comply with all of the requirements of this section, your takedown request may not be valid or may be delayed in processing.**

Please note that for the specific purpose of reviewing and processing your claim of an alleged copyright infringement and to safeguard our legitimate business interests and the legitimate interests of our users, when submitting a takedown request, we are required to process your personal data and provide the uploader of the material at issue with the following personal data: your name, your contact information, as well as the contents of your takedown request. If you are an authorized representative submitting a report, we provide the name of the organization or client that owns the right in question. We rely on your consent to transmit your personal data to the takedown request or counter-notification claimant and without it, we are unable to process your takedown request or counter-notification as prescribed under the Digital Millennium Copyright Act ("**DMCA**"). Where the party against whom you are making your takedown request resides outside the European Economic Area ("**EEA**"), you also acknowledge and consent that your personal data may need to be transferred outside the EEA and we consider the transfer to be potentially necessary for the establishment, exercise and defense of legal claims. We undertake to transmit your personal data exclusively for the purpose of assessing the merits of your takedown request and will notify the recipient of the data of this limited purpose and the confidential and sensitive nature of your personal data.

However, we are unable to control the use of your personal data by the recipient, and we do not accept that we are in the position of being a joint controller of personal data sent to the recipient and we do not accept any associated liability for any breaches.

You consent to your personal data being transmitted to the uploader of the material at issue in line with the Privacy Notice if you do not have an account and in line with the Privacy Policy if you have an account.

#### **Copyright Counter-Notification Process**



When an uploader's video submission has been removed, the Website will notify the uploader of this removal. Pursuant to the Website's policies and in accordance with the DMCA, the uploader has five (5) days to submit a counter-notification to the Website, explaining why the original takedown request was sent in error. The counter-notification may be sent to NKL Associates's email address from which the user originally received the forwarded takedown request.

For the Website to consider a counter-notification, it must include the following:

- a physical or electronic signature of the uploader; AND
- identification of the material that has been removed by providing one or more URLs where the material was previously available; AND
- a statement under penalty of perjury that the uploader has a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; AND
- the uploader's name, address, and telephone number; AND
- a statement that the uploader consents to the jurisdiction of the Federal District Court for the judicial district in which the user is located, or if the uploader's address is outside of the United States, for any judicial district in which the Website may be found; AND
- a statement that the uploader will accept service of process from the takedown request claimant or an agent of such person.

**Counter-notifications that do not satisfy all of these elements are ineffective and may not be considered by the Website.**

Please note that for the specific purpose of reviewing and processing your counter-notification related to the relevant takedown request and to safeguard our legitimate business interests and the legitimate interests of our users, we will process your personal data and will provide the party who originally made the takedown request with your completed counter-notification, which will include the following personal data: your name, and contact information, as well as the content of your counter-notification. We rely on your consent to transmit your personal data to the addresses of your takedown request or counter-notifications and without it, we are unable to process your takedown request as prescribed under the DMCA. Where the takedown request claimant resides outside the EEA, you also acknowledge and consent that your personal data may need to be transferred outside the EEA and we consider the transfer to be potentially necessary for the establishment, exercise and defense of legal claims. We undertake to transmit any personal data included in your counter notification exclusively for the purpose of processing your counter-notification and will notify the recipient that any personal data included in your counter-notification is of confidential and sensitive nature. However, we are unable to control the use of your personal data by the recipient, and do not accept that we are in the position of being a joint controller of personal data sent to the recipient and we do not accept any associated liability for any breaches.

You consent to your personal data being transmitted to the takedown request claimant in line with the Privacy Notice (if you do not have an account) and in line with the Privacy Policy if you have an account.

That person may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore access to the removed materials.

Until that time, your uploaded material will remain inaccessible. We will provide a copy of the original takedown request if asked.

For non-copyright related complaints, such as to report child sexual abuse material, non-consensual sexual acts, privacy violations, abuse, harassment, or other inappropriate or illegal content, please use the form at <https://info.xnxx.com/takedown-amateur>. We do not accept that we are a joint controller of Third Party Personal Data available or contained in any forms submitted, or otherwise provided to us by you and disclaim any and all liability in connection with the Third Party Personal Data.

**D.** You understand that when using the Website, you will be exposed to user Submissions from a wide variety of sources, and that NKL Associates is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submissions. You further understand and acknowledge that you may be exposed to user Submissions that are inaccurate, indecent, offensive, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against NKL Associates with respect thereto, except in the cases strictly defined by applicable law. You also understand and acknowledge that your user information as well as your Submission(s) may be shared with law enforcement as part of our efforts to fight CSAM. You agree to indemnify and hold NKL Associates and its owners, affiliates, officers, agents, employees, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your unauthorized use of the Website.

## **8. Availability of Services; Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK.

NKL ASSOCIATES PROVIDES ITS SERVICES "AS IS" AND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NKL ASSOCIATES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

TO THE FULLEST EXTENT PERMITTED BY LAW, NKL ASSOCIATES, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS MAKE NO PROMISES OR GUARANTEES THAT THE WEBSITE AND/OR ITS CONTENT, AND OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE WILL ALWAYS BE AVAILABLE, UNINTERRUPTED, OR ERROR-FREE. WE MAY SUSPEND, WITHDRAW, OR RESTRICT AVAILABILITY OF ALL OR ANY PART OF OUR SERVICES FOR BUSINESS OR OPERATIONAL REASONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, NKL ASSOCIATES, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. NKL ASSOCIATES MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY:

- ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, AND/OR

- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, AND/OR
- UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, AND/OR
- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, AND/OR
- ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR
- ERRORS OR OMISSIONS IN ANY CONTENT AND/OR FOR ANY LOSS AND/OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, AND/OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE.
- SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

IF YOUR STATE OR COUNTRY REQUIRES A CERTAIN PERIOD FOR WHICH A WARRANTY APPLIES, IT WILL BE EITHER THE SHORTER OF 30 DAYS FROM YOUR FIRST USE OF THE WEBSITE OR THE SHORTEST PERIOD REQUIRED BY LAW.

## 9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF NKL ASSOCIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US (IF ANY) TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

PURSUANT TO ITS HOST STATUS, NKL ASSOCIATES IS UNDER NO OBLIGATION TO MONITOR THE SERVICES FOR INAPPROPRIATE OR ILLEGAL USER CONTENT OR THE CONDUCT OF OTHER USERS, AND WE TAKE NO RESPONSIBILITY FOR SUCH CONDUCT. WE ARE ALSO NOT RESPONSIBLE FOR INFORMATION, MATERIALS, PRODUCTS, OR SERVICES PROVIDED BY OTHER USERS OR THIRD PARTIES, AND USER CONTENT IS NOT APPROVED BY US. BY USING OUR SERVICES, YOU UNDERSTAND THAT YOU MAY BE EXPOSED TO CONDUCT THAT YOU MIGHT FIND OFFENSIVE OR OTHERWISE OBJECTIONABLE. WE DO NOT ENDORSE ANY USER CONTENT POSTED ON THE SERVICES, ARE UNDER NO OBLIGATION TO ACTIVELY SEARCH FOR FACT OR CIRCUMSTANCES CAUSING THE CONTENT TO BE ILLEGAL, NOR DO WE GUARANTEE THE TRUTHFULNESS OR ACCURACY OF THE CONTENT POSTED ON THE WEBSITE.

NONETHELESS NKL ASSOCIATES WILL REMOVE, AND FORBID ACCESS TO THE WEBSITE TO ANY USER WHO UPLOADS, ANY MANIFESTLY ILLEGAL CONTENT AS SOON AS NKL ASSOCIATES IS NOTIFIED OR OTHERWISE BECOMES AWARE OF ITS EXISTENCE.

YOU ACKNOWLEDGE THAT NKL ASSOCIATES, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FOR ANY CLAIMS UNDER THESE TERMS, ARE NOT LIABLE FOR:

- ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL, OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, AND/OR INABILITY TO USE, AND/OR MISUSE OF THE SERVICES; AND/OR
- LOSS OR DAMAGE WHICH, AT THE TIME THAT THIS AGREEMENT BETWEEN YOU AND NKL ASSOCIATES COMES INTO FORCE, DOES NOT CONSTITUTE REASONABLY FORESEEABLE CONSEQUENCES OF ANY BREACH BY NKL ASSOCIATES OF THE TERMS OF USE; AND/OR
- ANY CONTENT SUBMITTED BY A USER, OR ANY OTHER CONDUCT OF A USER OR THIRD PARTY OF A DEFAMATORY, INJURIOUS OR ILLEGAL NATURE, SUBJECT TO THE PROVISIONS OF APPLICABLE LAW RELATING TO THE WITHDRAWAL OF CONTENT; AND/OR
- YOUR CONDUCT OR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES WHO CONTRAVENE THESE TERMS OF SERVICE.

THE RISK OF USING THE SERVICES AND EXTERNAL SITES RESTS ENTIRELY WITH YOU, AS DOES THE RISK OF INJURY FROM THE SERVICES AND EXTERNAL SITES.

IN NO EVENT SHALL NKL ASSOCIATES, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, OR INCIDENTAL LOST PROFITS, REVENUES, DATA, OR FINANCIAL LOSSES OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER RESULTING FROM ANY:

- ERRORS, OMISSIONS, OR INACCURACIES OF CONTENT; AND/OR
- PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE; AND/OR
- UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; AND/OR
- INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE; AND/OR
- BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY; AND/OR
- USE BY ANYONE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NKL ASSOCIATES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED BY LAW IN YOUR APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT NKL ASSOCIATES SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NKL ASSOCIATES SHALL NOT BE LIABLE FOR SHARING USER'S INFORMATION OR INFORMATION PERTAINING TO SUBMISSIONS WITH LAW ENFORCEMENT AUTHORITIES AS PART OF ITS EFFORT IN THE FIGHT AGAINST CHILD SEXUAL ABUSE MATERIAL.

TO THE FULLEST EXTENT PERMITTED BY THE LAW, THE DISCLAIMERS OF LIABILITY IN THESE TERMS APPLY TO ALL DAMAGES OR INJURY CAUSED BY THE SERVICES, OR RELATED TO USE OF, AND/OR INABILITY TO USE, AND/OR MISUSE OF THE SERVICES, UNDER ANY CAUSE OF ACTION IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT, OR TORT (INCLUDING NEGLIGENCE).

THE FOREGOING LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW. NONE OF THE TERMS HEREIN SHALL EXCLUDE OR LIMIT THE LIABILITY OF THE PARTIES FOR LOSSES THAT COULD NOT LEGALLY BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN ALL CASES, NKL ASSOCIATES, AND/OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

SOME STATES OR COUNTRIES DO NOT ALLOW THE LIMITATION/EXCLUSIONS OF CERTAIN LIABILITIES DESCRIBED ABOVE, WHICH MEANS THESE LIMITATIONS MAY NOT APPLY TO YOU IF YOU RESIDE IN ONE OF THOSE STATES OR COUNTRIES. FOR THOSE USERS, IF NKL ASSOCIATES FAILS TO COMPLY WITH THESE TERMS OF SERVICE, NKL ASSOCIATES IS RESPONSIBLE FOR LOSS OR DAMAGE YOU SUFFER THAT IS A FORESEEABLE RESULT OF NKL ASSOCIATES'S BREACH OF THESE TERMS OR IS A RESULT OF NKL ASSOCIATES'S NEGLIGENCE. HOWEVER, NKL ASSOCIATES IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE ONLY IF IT WAS AN OBVIOUS CONSEQUENCE OF OUR BREACH OR IF IT WAS CONTEMPLATED BY YOU AND NKL ASSOCIATES AT THE TIME WE ENTERED INTO THESE TERMS.

## 10. Notices to XNXX and/or NKL Associates

General inquiries regarding the Website and services provided by NKL Associates may be made by using this online form available at <https://info.xnxx.com/contact>.

NKL Associates respects the intellectual property rights of third parties. If you wish to send a copyright infringement request, please use our procedures and submit a copyright infringement takedown request with this form available at <https://info.xnxx.com/takedown>. Failure to use NKL Associates's online form for alleged copyright violations may delay or prevent our review and/or removal of any such materials. Contact for other content-related issues, such as reporting inappropriate content can be made here at <https://info.xnxx.com/takedown-amateur>.

If you elect to send NKL Associates a Notice of Dispute pursuant to the provisions at Section 10 of these Terms of Service, the notice must be in writing, sent by registered mail and addressed to NKL Associates s.r.o., Krakovska 1366/25, 110 00 Prague, Czech Republic, Attn: Dispute Resolution, Subject: Notice of Dispute. Failure to follow this procedure could delay or prevent our review of your Notice.

## 11. Dispute Resolution, Agreement to Arbitrate, Class Action Waiver, Venue and Forum

In this Section 11, you and NKL Associates may be referred to individually as "a party" or collectively as "the parties."

The parties shall endeavor to resolve *any and all* claims relating to, arising out of, or in connection with your use of the Website or with the Terms of Service by engaging in amicable consultations for no less than thirty (30) calendar days. Before bringing a formal legal case, you must send a written notice of dispute ("**Notice of Dispute**") via registered mail to "NKL Associates s.r.o., Krakovska 1366/25, 110 00 Prague, Czech Republic, Attn: Dispute Resolution- Subject: Notice of Dispute" to give NKL Associates the opportunity to resolve the dispute with you informally, as also indicated in Section 10 of these terms of Service.

The Notice of Dispute must contain sufficient information to identify you and the basis of your claim. Amicable consultations will commence upon NKL Associates' receipt of a Notice of Dispute.

You and NKL Associates agree to negotiate the dispute in good faith for no less than 30 days after a valid Notice of Dispute is provided. If the dispute cannot be resolved by amicable consultations within 30 days after receipt of a Notice of Dispute, you agree that ANY and all existing and/or future controversy and/or claim between you and NKL Associates shall be resolved as follows:

### i. No Class Actions

Neither you nor NKL Associates may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any claim or dispute. Claims or disputes may not be arbitrated or resolved on a class or representative basis.

### ii. You and NKL Associates Agree to Arbitrate

You and NKL Associates agree to the fullest extent permitted by law to resolve any claims arising out of, relating in any manner to, or in connection with the Website, the Terms of Service, your relationship with us, or NKL Associates's Services, including but not limited to your use of the Website and information provided via the Website, through final and binding arbitration.

An arbitration proceeding is before neutral arbitrators instead of a judge and jury, so by voluntarily accepting these Terms, you and NKL Associates agree to give up the right to a trial before a judge and jury.

This agreement applies to all claims except those identified in Section 11 (v). This agreement applies even after you stop using or choose to delete your xnxx.com account.

### iii. The Arbitration Process



The Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic ("**Arbitration Court**") will conduct any arbitration between you and NKL Associates, except for disputes in which the Czech state courts have exclusive jurisdiction under Czech law. The parties agree that the Rules of the Arbitration Court are applicable and will govern. You may read the Rules of the Arbitration Court here at <https://en.soud.cz/rules>. This webpage address is potentially subject to change as it is not under NKL Associates's control. If any Terms in these Terms of Service conflict with any Rules of the Arbitration Court, the parties agree to follow these Terms.

Disputes shall be resolved by a panel of three arbitrators ("**Arbitrators**") in accordance with the Arbitration Rules of the Arbitration Court in effect at the time the notice of dispute was filed or received by NKL Associates. The resulting award shall be final, conclusive and binding on the parties. The seat of the arbitration shall be Prague, Czech Republic; the proceedings shall take place in Prague, Czech Republic; and the language of arbitration shall be English.

The parties agree that any disputes concerning the enforceability, validity, or scope of the arbitration agreement in this Section 11 (or any portion of it) shall be resolved by the Arbitration Court, which will have sole authority to decide those issues.

The parties further agree not to pursue injunctive relief (i.e., an order that the other party do or not to do something, apart from paying damages) in arbitration. Such relief must be sought in court instead. If a party has a dispute for which they seek to obtain both injunctive and other forms of relief, the party must go to court to seek the injunctive relief and must arbitrate to seek the other forms of relief.

#### iv. Arbitration Fees and Costs

If you start an arbitration in accordance with the Terms, you will be required to pay the Arbitration Court's initial filing fees. You will not be responsible for paying any other fees of the Arbitrators, since all other fees and expenses charged by the Arbitrators will be paid by NKL Associates. Additionally, if the Arbitrators determine that you are unable to pay all or any part of the filing fee, NKL Associates will pay that too. Based on the ultimate outcome of the arbitration, the Arbitrators may decide in accordance with, and to the extent permitted by applicable law, to award attorneys' fees and costs to the prevailing party or parties in the arbitration.

#### v. Exceptions to Agreement to Arbitrate

You and NKL Associates further agree that the Czech District Courts in Prague, Czech Republic, will have exclusive jurisdiction to resolve disputes:

- a. relating to your or NKL Associates's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights, or patents); OR
- b. where the sole form of relief sought is injunctive relief, including where a party seeks other forms of relief but is bound, as per Section 11 (ii), to seek those other forms of relief through arbitration; OR
- c. any other judicial proceedings which by law is not subject to arbitration.

In the event your local law prohibits arbitration, you may submit a motion for the extrajudicial handling of your dispute to the designated authority for extrajudicial handling of the consumer disputes, which is the Czech Trade Inspection Authority <https://www.coi.cz> (<https://www.coi.cz>).

Disputes arising from contracts on service provision concluded online between a consumer with residency in the European Union and a trader established in the European Union can also be resolved using the online dispute resolution platform at <https://ec.europa.eu/consumers/odr> (<https://ec.europa.eu/consumers/odr>). Alternatively, and to the fullest extent permitted by the applicable law, you agree that the Czech general courts shall have exclusive jurisdiction over disputes in which at least one of the parties to the dispute is a consumer, unless mandatory statutory consumer protection regulations in your country provide as a further alternative that a dispute or controversy arising out of, relating to, or in connection with these Terms of Service be handled by the court of the jurisdiction where you reside or are domiciled. If you are acting as an individual consumer and if mandatory statutory consumer protection regulations in your country of residence or domicile contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Czech law or of Czech courts.

Section 11 of these Terms of Service will survive the termination of your relationship with NKL Associates.

## 12. Governing Law

You agree that the Website, the Terms of Service, your relationship with us, NKL Associates' Services and any claims or disputes arising out of, relating in any manner to or in connection with the Website, the Terms of Service, your relationship with us, or NKL Associates' Services, including but not limited to your use of the Website and information provided via the Website, shall be governed by the laws of the Czech Republic, except for the laws of the Czech Republic that govern conflict- or choice-of-law. The substantive law of the Czech Republic shall control, to the fullest extent permitted by law.

## 13. Separation of Terms

Each of the paragraphs of these Terms of Service operates separately. If any part of these Terms of Service is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, the invalidity of any such provision shall not affect the validity of any of the remaining provisions of these Terms of Service, which still apply and are binding.

Any unenforceable term will be substituted with a term that comes as close to the unlawful or unenforceable term as possible.

## 14. General

These Terms of Service, the privacy policy, the rules as written on the upload form, and any other legal notices published on the Website, shall constitute the entire agreement between you and NKL Associates. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such Term or any other Term, and NKL Associates' failure to assert any right or provision under these Terms of Service shall not constitute a waiver of any such right or provision.

We may amend, and reserve the right to amend, these Terms at any time and for any reason by posting updated Terms on our Website. We will notify you of major changes made to these Terms of Service, such as those relating to the characteristics of the service provided. You are advised to periodically review the most up-to-date version of our Terms of Service, so that you are aware of any changes. Once we make new Terms available, any changes become effective immediately and by using the Website, you agree to the Terms as amended. By continuing to use our Website and services after the changes take effect, you agree to be bound by the revised policy.

**Summary of Recent Changes**

- We've made some edits to streamline these Terms.

Effective July 13, 2023

Last Amended July 13, 2023

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